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EASTERN DISTRICT OF CALIFORNIA  
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17 UNITED STATES DISTRICT COURT  
18 EASTERN DISTRICT OF CALIFORNIA

19 UNITED STATES OF AMERICA,  
20 STATE OF CALIFORNIA, on Behalf of  
the STATE OF CALIFORNIA DEPARTMENT  
21 OF TOXIC SUBSTANCES CONTROL,

22 Plaintiffs,

23 v.

24 SOUTHERN PACIFIC TRANSPORTATION  
COMPANY, LEVIN ENTERPRISES,  
25 PACIFIC GAS & ELECTRIC COMPANY, and  
SACRAMENTO MUNICIPAL UTILITY  
26 DISTRICT,

27 Defendants.  
28

No. CIV-S-93-699 LKK PAN

CONSENT DECREE

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1  
2 I. BACKGROUND

3 A. The United States of America ("United States"), on  
4 behalf of the Administrator of the United States Environmental  
5 Protection Agency ("EPA"), and the State of California, on behalf  
6 of the California Department of Toxic Substances Control, filed a  
7 complaint in this matter on April 23, 1993, pursuant to Section  
8 107 of the Comprehensive Environmental Response, Compensation,  
9 Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA").  
10 Certain of the defendants have asserted counterclaims against the  
11 United States and the State of California.

12 B. In the complaint, Plaintiffs seek reimbursement of  
13 response costs incurred by the United States and the California  
14 Department of Toxic Substances Control for response actions taken  
15 at or in connection with the release or threatened release of  
16 hazardous substances at the Jibboom Street Junkyard Superfund  
17 Site in Sacramento, California ("the Site").

18 C. The release or threatened release of hazardous  
19 substances at or from the Site has caused Plaintiffs to incur  
20 response costs, including but not limited to the costs of a  
21 remedial action and enforcement actions.

22 D. In September 1983, EPA placed the Site on the National  
23 Priorities List ("NPL"), which is promulgated pursuant to section  
24 105 of CERCLA, 42 U.S.C. § 9605, and which ranks the nation's  
25 hazardous waste sites. See 40 C.F.R. Part 300, App. B.

26 E. A Record of Decision ("ROD") was adopted by EPA on May  
27 9, 1985, in accordance with sections 117(a) and (b) of CERCLA, 42  
28 U.S.C. §§ 9617(a) and (b), and modified on October 4, 1985 in

1 accordance with section 117(c) of CERCLA, 42 U.S.C. § 9617(c).  
2 The ROD set forth those actions necessary for a permanent remedy  
3 to protect public health and the environment. The remedial  
4 action selected in the ROD, as amended, required the excavation  
5 and offsite disposal at an approved hazardous waste disposal  
6 facility of contaminated soils.

7 F. EPA has carried out the remedial action at the Site in  
8 accordance with the ROD, as amended, and the cleanup is now  
9 complete. The Site was removed from the NPL on September 10,  
10 1991. See 56 Fed. Reg. 46,121 (September 10, 1991).

11 G. By entering into this Consent Decree, none of the  
12 settling parties admit any liability arising out of the  
13 transactions or occurrences alleged in the complaint or  
14 counterclaims.

15 H. The undersigned parties agree, and this Court, by  
16 entering this Decree, finds that settlement of this matter will  
17 avoid further prolonged and complicated litigation and that this  
18 Consent Decree is fair, reasonable, and in the public interest.

19 THEREFORE, with the consent of the parties to this Decree,  
20 it is ORDERED, ADJUDGED, AND DECREED:

21 II. JURISDICTION

22 1. This Court has jurisdiction over the subject matter of  
23 this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C.  
24 §§ 9607 and 9613(b). This Court also has personal jurisdiction  
25 over the Settling Defendants. Solely for the purposes of this  
26 Consent Decree, the Settling Defendants waive all objections and  
27 defenses that they may have to jurisdiction of the Court or to

1 venue in this District and shall not challenge the entry of this  
2 Consent Decree or this Court's jurisdiction to enter and enforce  
3 this Consent Decree.

### 4 III. PARTIES BOUND

5 2. This Consent Decree is binding upon the United States  
6 and the State and upon the Settling Defendants and their heirs,  
7 successors and assigns. Any change in ownership or corporate or  
8 other legal status, including but not limited to any transfer of  
9 assets or real or personal property, shall in no way alter the  
10 status or responsibilities of the Settling Defendants under this  
11 Consent Decree.

### 12 IV. DEFINITIONS

13 3. Unless otherwise expressly provided herein, terms used  
14 in this Consent Decree which are defined in CERCLA or in  
15 regulations promulgated under CERCLA shall have the meaning  
16 assigned to them in CERCLA or in such regulations. Whenever  
17 terms listed below are used in this Consent Decree, the following  
18 definitions shall apply:

19 a. "CERCLA" shall mean the Comprehensive Environmental  
20 Response, Compensation, and Liability Act of 1980, as amended, 42  
21 U.S.C. §§ 9601 et seq.

22 b. "Consent Decree" shall mean this Decree.

23 c. "Day" shall mean a calendar day. In computing any  
24 period of time under this Consent Decree, where the last day  
25 would fall on a Saturday, Sunday, or Federal Holiday, the period  
26 shall run until the close of business of the next working day.

1 d. "EPA" shall mean the United States Environmental  
2 Protection Agency and any successor departments or agencies of  
3 the United States.

4 e. "Federal Response Costs" shall mean all costs that EPA  
5 and the U.S. Army Corps of Engineers, and the U.S. Department of  
6 Justice on behalf of EPA, have incurred in connection with this  
7 Site, including any costs reimbursed to the State for the Site,  
8 up to and including the date of the entry of this decree, plus  
9 accrued interest on all such costs through such date.

10 f. "Interest" shall mean interest at the rate specified for  
11 interest on investments of the Hazardous Substance Superfund  
12 established under subchapter A of chapter 98 of Title 26, U.S.  
13 Code, compounded on October 1 of each year. (The foregoing  
14 definition shall not apply to the term "interest" as used in  
15 Paragraph 4.)

16 g. "National Contingency Plan" or "NCP" shall mean the  
17 National Oil and Hazardous Substances Pollution Contingency Plan  
18 promulgated pursuant to Section 105 of CERCLA 42 U.S.C. § 9605,  
19 codified at 40 CFR Part 300, including but not limited to any  
20 amendments thereto.

21 h. "Paragraph" shall mean a portion of this Consent Decree  
22 identified by an arabic numeral or a lower case letter.

23 i. "PG&E Powerplant Property" shall mean all real and  
24 personal property located west of the current Jibboom Street in  
25 Sacramento, California, on which PG&E formerly operated a  
26 powerplant known as the Station "B" powerplant and which was  
27 owned by PG&E from approximately 1912 to 1957.

1 j. "Section" shall mean a portion of this Consent Decree  
2 identified by a roman numeral.

3 k. "Settling Defendants" shall mean Southern Pacific  
4 Transportation Company, Levin Enterprises, Pacific Gas & Electric  
5 Company, and Sacramento Municipal Utility District.

6 l. "Site" shall mean the Jibboom Street Junkyard Superfund  
7 Site in Sacramento, California, as further described in paragraph  
8 9 of the Complaint and in the Record of Decision for the Jibboom  
9 Junkyard signed by the Regional Administrator of EPA Region 9 on  
10 May 9, 1985.

11 m. "State" shall mean the State of California.

12 n. "State Response Costs" shall mean all past costs,  
13 together with accrued interest, that the State or any of its  
14 agencies has incurred in connection with the Site, up to and  
15 including the date of entry of this Decree. State Response Costs  
16 does not include past costs incurred by the California Department  
17 of Water Resources ("DWR") or the California Department of Parks  
18 and Recreation ("DP&R") to respond to or clean up any release of  
19 hazardous substances, hazardous wastes, pollutants, contaminants,  
20 wastes or petroleum products at, under or which may have migrated  
21 to or from the PG&E Powerplant Property. The response costs  
22 reserved to DWR and/or DP&R by this paragraph include fees paid  
23 by them to the Department of Toxic Substances Control for  
24 oversight. Nothing in this Consent Decree is a waiver of any  
25 defense that the Settling Defendants may have to any claim  
26 reserved herein by DWR or DP&R.

1                                    **V.   REIMBURSEMENT OF RESPONSE COSTS**

2            4.   a.   Within 15 days of entry of this Consent Decree, each  
3 of the Settling Defendants shall pay to United States for deposit  
4 in the Hazardous Substance Superfund the following respective  
5 sums for Federal Response Costs:

6                    Southern Pacific Transportation Co.        \$840,938  
7                    Levin Enterprises . . . . . \$2,156,250  
8                    Pacific Gas & Electric Co . . . . . \$431,250  
9                    Sacramento Municipal Utility District    \$345,000

10           These sums represent a total of \$3,773,438 which shall be  
11 withdrawn from an escrow account created by the Settling  
12 Defendants for settlement of this case. At the time these  
13 payments are due, Settling Defendants shall also pay to the  
14 United States from the escrow account all interest earned on that  
15 sum total from December 2, 1994 to the date of payment.

16           b.   All payments to the United States under this Decree  
17 shall be made by Electronic Funds Transfer ("EFT" or wire  
18 transfer) to the U.S. Department of Justice lockbox bank in  
19 accordance with instructions provided by the United States to the  
20 settling parties upon execution of the Consent Decree. Any EFTs  
21 received at the U.S. D.O.J. lockbox bank after 11:00 A.M.  
22 (Eastern Time) will be credited on the next business day.

23           c.   Within 15 days of the entry of this Consent  
24 Decree, Settling Defendants shall pay to the State the following  
25 respective sums for State Response Costs:

26                    Southern Pacific Transportation Co.        \$134,062  
27                    Levin Enterprises . . . . . \$343,750  
28                    Pacific Gas & Electric . . . . . \$68,750  
                     Sacramento Municipal Utility District    \$55,000

1 These sums represent a total of \$601,562 which shall be withdrawn  
2 from an escrow account created by the Settling Defendants for  
3 settlement of this case. At the time these payments are due,  
4 Settling Defendants shall also pay to the State from the escrow  
5 account all interest earned on that sum total from December 2,  
6 1994 to the date of payment.

7 d. All payments to the State under this Consent Decree  
8 shall be in the form of a certified check, made payable to the  
9 California Department of Toxic Substances Control, and shall  
10 reference the Jibboom Street Junkyard Superfund Site. The  
11 Settling Defendants shall forward the checks to the California  
12 Department of Toxic Substances Control, 400 P Street, Fourth  
13 Floor, Sacramento, California 95814.

14 5. The United States, as counterdefendant, shall pay to the  
15 Hazardous Substance Superfund by electronic funds transfer as set  
16 forth in paragraph 4b above the sum of \$517,500 for Federal  
17 Response Costs, and shall pay to the State by Treasury check the  
18 sum of \$82,500 for State Response Costs. Any obligations of the  
19 United States to obligate or expend funds under this Consent  
20 Decree are subject to the availability of appropriations in  
21 accordance with the Anti-Deficiency Act., 31 U.S.C. § 1341. /

22 6. The State, as counterdefendant, shall pay to the  
23 Hazardous Substance Superfund the sum of \$172,500 for Federal  
24 Response Costs and shall pay to the State the sum of \$27,500 for  
25 State Response Costs, by the means set forth in paragraph 4  
26 above.

1                                   **VI.    FAILURE TO MAKE PAYMENTS**

2           7. In the event that any payment required by Section V is  
3 not made when due, Interest, as provided for in Paragraph 3,  
4 shall accrue on the unpaid balance from the date payment was due,  
5 through the date of payment.

6           8. If a Settling Defendant fails to pay any amount due to  
7 Plaintiffs under this Consent Decree by the required date, that  
8 Settling Defendant shall pay as a stipulated penalty, in addition  
9 to the Interest required by Paragraph 7, \$500 per day that such  
10 payment is late. Stipulated penalties are due and payable to the  
11 appropriate plaintiff without demand on the actual date of  
12 payment.

13          9. The obligations of the Settling Defendants to pay  
14 amounts owed the United States and the State under this Consent  
15 Decree are joint and several.

16          10. If the United States and/or the State takes legal action  
17 to enforce this Consent Decree, the Settling Defendant(s) against  
18 whom the action is taken shall reimburse the United States and/or  
19 the State for all costs of such action, including but not limited  
20 to costs of attorney time. Payments made under this section  
21 shall be in addition to any other remedies or sanctions available  
22 to Plaintiffs by virtue of Settling Defendants' failure to make  
23 timely payments required by this Decree.

24                                   **VII.   COVENANT NOT TO SUE BY PLAINTIFFS**

25          11. Covenant Not to Sue. Except as specifically provided  
26 in Paragraph 12, the United States and the State covenant not to  
27 sue Settling Defendants under Sections 107 and 113 of CERCLA or

1 State law to recover Federal Response Costs or State Response  
2 Costs as defined under this Consent Decree. Further, the United  
3 States and the State covenant not to take any administrative  
4 action against any federal or state agency under Section 107 of  
5 CERCLA or state law to recover Federal Response Costs and State  
6 Response Costs as defined under this Consent Decree. The  
7 covenant not to sue extends only to the Settling Defendants and  
8 does not extend to any other person. Further, the covenant not  
9 to sue shall take effect with respect to each Settling Defendant  
10 upon receipt by the United States and the State of all payments  
11 required of that Settling Defendant by Sections V and VI of this  
12 Consent Decree.

13 12. Reservation of Rights.

14 Except as provided in the preceding paragraph, nothing  
15 contained herein shall in any way limit or restrict the response  
16 and enforcement authority of the Plaintiffs to initiate  
17 appropriate action, either judicial or administrative, under  
18 Sections 104, 106, and 107 of CERCLA, 42 U.S.C. §§ 9604, 9606,  
19 and 9607, or any other provision of law, against Settling  
20 Defendants or against any other person or entity not a party to  
21 this Decree.

22 The covenant not to sue set forth in the preceding paragraph  
23 does not pertain to any matters other than those expressly  
24 specified therein. The United States and the State reserve, and  
25 this Consent Decree is without prejudice to, all rights and  
26 claims against Settling Defendants with respect to all other  
27 matters, including but not limited to the following:

- 1 (a) failure of Settling Defendants to meet the  
2 requirements of this Consent Decree;  
3 (b) damages to natural resources, as defined in  
4 Section 101(6) of CERCLA, 42 U.S.C. § 9601(6),  
5 including all costs incurred by any natural  
6 resources trustees;  
7 (c) criminal liability;  
8 (d) injunctive relief or administrative order  
9 enforcement under Section 106 of CERCLA;  
10 (e) claims for costs incurred or to be incurred by the  
11 United States or the State in connection with the  
12 Site that are not within the definition of Federal  
13 Response Costs or State Response Costs set forth  
14 in Paragraph 3.

15 **VIII. COVENANTS BY SETTLING DEFENDANTS**

16 13. Settling Defendants hereby covenant not to sue and  
17 agree not to assert any claims or causes of action against the  
18 United States or the State, including any department, agency, or  
19 instrumentality of the United States or the State, with respect  
20 to the Federal Response Costs, State Response Costs, or this  
21 Consent Decree, including, but not limited to, any direct or  
22 indirect claim for reimbursement from the Hazardous Substance  
23 Superfund (established pursuant to the Internal Revenue Code, 26  
24 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 111, 112, or  
25 113, or any other provision of law, any claim against the United  
26 States or the State, including any department, agency, or  
27 instrumentality of the United States or the State, pursuant to

1 CERCLA Sections 107 and 113 related to the Federal Response Costs  
2 or State Response Costs, or any claims arising out of past  
3 response activities at the Site. Nothing in this Consent Decree  
4 shall be deemed to constitute preauthorization of a claim within  
5 the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40  
6 C.F.R. § 300.700(d). Each of the Settling Defendants also  
7 covenants not to sue and agrees not to assert any claims or  
8 causes of action against one another concerning the allocation of  
9 Federal Response Costs or State Response Costs as stated in  
10 paragraphs 4, 5, and 6 above. The covenant not to sue as between  
11 the Settling Defendants includes, but is not limited to, claims  
12 for contribution or indemnity under CERCLA Section 113 or any  
13 provision of state statutory or common law.

14 **IX. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION**

15 14. Nothing in this Consent Decree shall be construed to  
16 create any rights in, or grant any cause of action to, any person  
17 not a party to this Consent Decree. Each of the parties  
18 expressly reserves any and all rights (including, but not limited  
19 to, any right to contribution), defenses, claims, demands, and  
20 causes of action which each party may have with respect to any  
21 matter, transaction, or occurrence relating in any way to the  
22 Site against any person not a party hereto.

23 15. Settling Defendants, the United States as  
24 counterdefendant, and the State as counterdefendant are entitled  
25 to protection from contribution actions or claims as provided by  
26 CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), for Federal  
27 Response Costs and State Response Costs. Each party's protection

1 is conditioned upon receipt of all the payments required of that  
2 party by this Consent Decree.

3 16. Settling Defendants agree that with respect to any suit  
4 or claim for contribution brought by them for matters related to  
5 this Consent Decree they will notify the United States and the  
6 State in writing no later than 60 days prior to the initiation of  
7 such suit or claim. Settling Defendants also agree that with  
8 respect to any suit or claim for contribution brought against  
9 them for matters related to this Consent Decree they will notify  
10 in writing the United States and the State within 10 days of  
11 service of the complaint on them. In addition, Settling  
12 Defendants shall notify the United States and the State within 10  
13 days of service or receipt of any Motion for Summary Judgment and  
14 within 10 days of receipt of any order from a court setting a  
15 case for trial for matters related to this Consent Decree.

16 17. In any subsequent administrative or judicial proceeding  
17 initiated by the United States or the State for injunctive  
18 relief, recovery of response costs, or other appropriate relief  
19 relating to the Site, Settling Defendants shall not assert, and  
20 may not maintain, any defense or claim based upon the principles  
21 of waiver, res judicata, collateral estoppel, issue preclusion, /  
22 claim-splitting, or other defenses based upon any contention that  
23 the claims raised by the United States or the State in the  
24 subsequent proceeding were or should have been brought in the  
25 instant case; provided, however, that nothing in this Paragraph  
26 affects the enforceability of the covenants not to sue set forth  
27 in Section VII (Covenant Not to Sue by Plaintiff).

1                                   X.   ACCESS TO INFORMATION

2           18.   Settling Defendants shall provide to EPA and/or the  
3   State, upon request, copies of all documents and information  
4   within their possession or control or that of their contractors  
5   or agents relating to activities at the Site, including, but not  
6   limited to, sampling, analysis, chain of custody records,  
7   manifests, trucking logs, receipts, reports, sample traffic  
8   routing, correspondence, or other documents or information  
9   related to the Site.

10                               XI.   RETENTION OF RECORDS

11           19.   Until 10 years after the entry of this Consent Decree,  
12   each Settling Defendant, the United States as counterdefendant,  
13   and the State as counterdefendant, shall preserve and retain all  
14   records and documents now in its possession or control or which  
15   come into its possession or control that relate in any manner to  
16   response actions taken at the Site or the liability of any person  
17   for response actions conducted and to be conducted at the Site,  
18   regardless of any corporate retention policy to the contrary. At  
19   its option, in lieu of preserving and retaining all such records,  
20   a Settling Defendant may provide them to EPA.

21           20.   At the conclusion of this document retention period,  
22   any Settling Defendant which has not already provided to EPA the  
23   records described in the preceding paragraph shall notify the  
24   United States and the State at least 90 days prior to the  
25   destruction of any such records or documents, and, upon request  
26   by the United States or the State, Settling Defendants shall  
27   deliver any such records or documents to EPA or the State.

1 Settling Defendants may assert that certain documents, records,  
2 and other information are privileged under the attorney-client  
3 privilege or any other privilege recognized by federal or state  
4 law. If Settling Defendants assert such a privilege, they shall  
5 provide the plaintiffs with the following: (1) the title of the  
6 document, record, or information; (2) the date of the document,  
7 record, or information; (3) the name and title of the author of  
8 the document, record, or information; (4) the name and title of  
9 each addressee and recipient; (5) a description of the subject of  
10 the document, record, or information; and (6) the privilege  
11 asserted. However, no documents reports, or other information  
12 created or generated pursuant to the requirements of this or any  
13 other Consent Decree with the United States shall be withheld on  
14 the grounds that they are privileged. If a claim of privilege  
15 applies only to a portion of a document, the document shall be  
16 provided to Plaintiff in redacted form to mask the privileged  
17 information only.

18 21. Each Settling Defendant hereby certifies, individually,  
19 that it has not altered, mutilated, discarded, destroyed or  
20 otherwise disposed of any records, documents, or other  
21 information relating to its potential liability regarding the  
22 Site since May 1, 1990 and that it has fully complied with any  
23 and all EPA requests for information pursuant to Sections 104(e)  
24 and 122(e) of CERCLA and Section 3007 of RCRA.

#### 25 XII. NOTICES AND SUBMISSIONS

26 22. Whenever, under the terms of this Consent Decree,  
27 notice is required to be given or a document is required to be  
28

1 sent by one party to another, it shall be directed to the  
2 individuals at the addresses specified below, unless those  
3 individuals or their successors give notice of a change to the  
4 other Parties in writing. Written notice as specified herein  
5 shall constitute complete satisfaction of any written notice  
6 requirement of the Consent Decree with respect to the United  
7 States, EPA, the State and the Settling Defendants, respectively.

8 As to the United States:

9 Chief, Environmental Enforcement Section  
10 Environment and Natural Resources Division  
11 U.S. Department of Justice  
12 P.O. Box 7611  
13 Ben Franklin Station  
14 Washington, D.C. 20044  
15 [Re: 90-11-2-832]

16 As to EPA:

17 Director  
18 Waste Management Division  
19 United States Environmental Protection Agency  
20 Region IX  
21 75 Hawthorne Street  
22 San Francisco, CA 94105

23 As to the State:

24 Ken Alex  
25 Supervising Deputy Attorney General  
26 2101 Webster Street  
27 Oakland, California 94612-3049

28 and

California Department of Toxic Substances Control  
P.O. Box 806  
Sacramento, California 95812-0806

As to Settling Defendants:

Paula Amanda  
Law Department  
Southern Pacific Transportation Company  
One Market Plaza  
San Francisco, CA 94105

1 Keith Howard [on behalf of Levin Enterprises]  
2 Cooper, White & Cooper  
3 1333 N. California Blvd.  
Suite 450  
Walnut Creek, CA 94596

4 Richard C. Coffin [on behalf of Pacific Gas & Electric]  
5 Landels, Ripley & Diamond  
Hills Plaza  
350 Steuart Street  
6 San Francisco, CA 94105-1250

7 Dana S. Appling  
8 Sacramento Municipal Utility District  
6201 S Street  
Sacramento, CA 95817-3049

9  
10 **XIII. APPROVAL OF DECREE; RETENTION OF JURISDICTION**

11 23. If for any reason this Court should decline to approve  
12 this Consent Decree in the form presented, this agreement is  
13 voidable at the sole discretion of any party and the terms of the  
14 agreement may not be used as evidence in any litigation between  
the Parties.

15 24. This Court shall retain jurisdiction of this matter for  
16 the purpose of enforcing the terms of this Consent Decree.

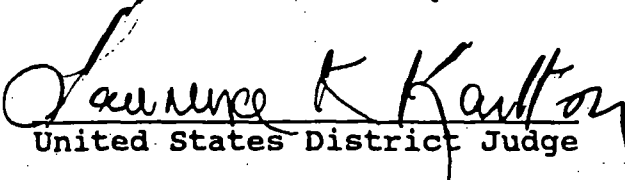
17 **XIV. SIGNATORIES/SERVICE**

18 25. Each undersigned representative of a Settling Defendant  
19 to this Consent Decree certifies that he or she is fully  
20 authorized to enter into the terms and conditions of this Consent  
21 Decree and to execute and legally bind such party to this  
22 document.

23 26. Each Settling Defendant has provided, on an attached  
24 signature page, the name and address of an agent who is  
25 authorized to accept service of process by mail on behalf of that  
26  
27  
28

1 party with respect to all matters arising under or relating to  
2 this Consent Decree.

3  
4 SO ORDERED THIS 17 DAY OF March, 1985.

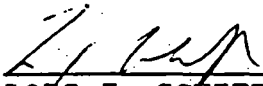
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7 United States District Judge  
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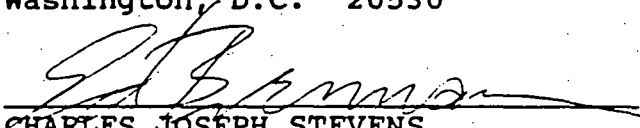
1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the  
2 matter of UNITED STATES OF AMERICA, STATE OF CALIFORNIA, on  
3 behalf of the STATE OF CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES  
4 CONTROL v. SOUTHERN PACIFIC TRANSPORTATION COMPANY, LEVIN  
5 ENTERPRISES, PACIFIC GAS & ELECTRIC COMPANY, SACRAMENTO MUNICIPAL  
6 UTILITY DISTRICT, Civil Action No CIV-S-93-699 LKK PAN, relating  
7 to the Jibboom Street Junkyard Superfund Site.

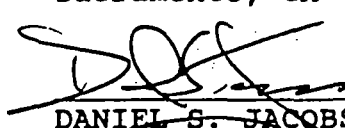
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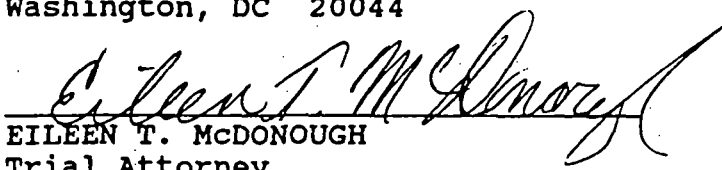
FOR THE UNITED STATES OF AMERICA

Date: 2/1/95

  
LOIS J. SCHIFFER  
Assistant Attorney General  
Environment and Natural Resources  
Division  
U.S. Department of Justice  
Washington, D.C. 20530

  
CHARLES JOSEPH STEVENS  
United States Attorney  
EDMUND F. BRENNAN  
Assistant United States Attorney  
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EILEEN T. McDONOUGH  
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Environmental Defense Section  
Environment and Natural Resources  
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U.S. Department of Justice  
10th & Pennsylvania Avenue, NW  
Washington, DC 20530



FELICIA MARCUS  
Regional Administrator  
U.S. Environmental Protection  
Agency  
75 Hawthorne Street  
San Francisco, CA 94105

FOR THE STATE OF CALIFORNIA

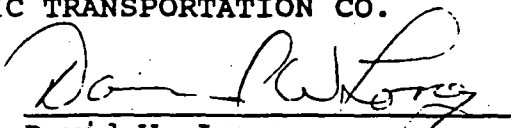
Date: 11.28.94

Ken Alex  
DANIEL E. LUNGREN, Attorney General  
of the State of California  
THEODORA BERGER, Assistant Attorney  
General  
KEN ALEX, Supervising Deputy  
Attorney General  
2101 Webster Street  
Oakland, California 94612-3049

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the  
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6 UTILITY DISTRICT, Civil Action No CIV-S-93-699 LKK PAN, relating  
7 to the Jibboom Street Junkyard Superfund Site.

8  
9 FOR DEFENDANT SOUTHERN PACIFIC TRANSPORTATION CO.


10  
11 Date: November 28, 1994

  
12 David W. Long  
13 Assistant General Counsel  
14 Southern Pacific Transportation Co.  
15 One Market Plaza  
16 San Francisco, CA 94105  
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6 UTILITY DISTRICT, Civil Action No CIV-S-93-699 LKK PAN, relating  
7 to the Jibboom Street Junkyard Superfund Site.

8 FOR DEFENDANT LEVIN ENTERPRISES

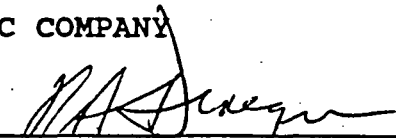
9 Date: December 1, 1994

  
William S. Benak  
President  
Levin Enterprises  
1800 Monterey Highway  
San Jose, CA 95112

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the  
2 matter of UNITED STATES OF AMERICA, STATE OF CALIFORNIA, on  
3 behalf of the STATE OF CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES  
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7 to the Jibboom Street Junkyard Superfund Site.

8 FOR DEFENDANT PACIFIC GAS & ELECTRIC COMPANY

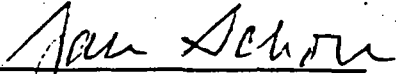
9 Date: \_\_\_\_\_

  
Richard A. ~~Dreger~~ Draeger  
Vice-President  
~~Buildings and Lands~~ General Services  
Pacific Gas & Electric Company  
77 Beale Street  
San Francisco, CA 94120

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7 to the Jibboom Street Junkyard Superfund Site.

8  
9 FOR DEFENDANT SACRAMENTO MUNICIPAL UTILITY DISTRICT

10 Date: November 30, 1994

  
11 Jan Schori  
12 General Manager  
13 Sacramento Municipal Utility  
14 District  
15 6201 S Street  
16 Sacramento, CA 95817  
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(legal)

United States District Court  
for the  
Eastern District of California  
March 17, 1995

bw

\* \* CERTIFICATE OF SERVICE \* \*

2:93-cv-00699

USA

v.

Southern Pacific

---

I, the undersigned, hereby certify that I am an employee in the Office of the Clerk, U.S. District Court, Eastern District of California.

That on March 17, 1995, I SERVED a true and correct copy(ies) of the attached, by placing said copy(ies) in a postage paid envelope addressed to the person(s) hereinafter listed, by depositing said envelope in the U.S. Mail, or by placing said copy(ies) into an inter-office delivery receptacle located in the Clerk's office.

William N Brieger  
Attorney General's Office of the State of California  
P O Box 944255  
1515 K Street  
Suite 453  
Sacramento, CA 95831-2550

SJ/LKK

Kenneth Paul Alex  
California State Attorney General  
2101 Webster Street  
12th Floor  
Oakland, CA 94612-3049

Edmund F Brennan  
United States Attorney  
650 Capitol Mall  
Sacramento, CA 95814

Robert R Klotz  
United States Department of Justice  
Environmental Enforcement Section  
301 Howard Street  
San Francisco, CA 94105

Daniel S Jacobs  
United States Department of Justice  
Environmental Enforcement Section  
Land and Natural Resources Division  
P.O. Box 7611 Ben Franklin Station  
Washington, DC 20044-7611

Eileen T McDonough  
United States Department of Justice  
P O Box 23986  
Environment and Natural Resources Division  
Washington, DC 20026-3986

Nancy J Casale  
Cooper White and Cooper  
1333 N California Boulevard  
Suite 450  
Walnut Creek, CA 94596

David W Long  
Southern Pacific Transportation Company  
One Market Plaza  
Southern Pacific Building  
San Francisco, CA 94105

Richard C Coffin  
Landels Ripley and Diamond  
Hills Plaza  
350 Steuart Street  
San Francisco, CA 94105-1250

Dana S Appling  
Sacramento Municipal Utility District  
P O Box 15830  
6201 S Street  
Sacramento, CA 95852-1830

Jack L. Wagner, Clerk

BY:

Brian White  
Deputy Clerk

United States Department of Justice  
United States Attorney  
Eastern District of California

**\*\* CERTIFICATE OF SERVICE \*\***

The undersigned hereby certifies that she is an employee in the office of the United States Attorney for the Eastern District of California and is a person of such age and discretion as to be competent to serve papers.

That on February 10, 1995, she served a copy of the attached:

*Consent Decree*

by placing said copy in a postage paid envelope addressed to the person(s) hereinafter listed, by depositing said envelope in the United States Mail at Sacramento, California.

*United States Mail:*

**SOUTHERN PACIFIC TRANSPORTATION COMPANY:**

*Paula Amanda  
David W. Long  
Southern Pacific Transportation Company  
Southern Pacific Building  
One Market Plaza, Law Department  
San Francisco, CA 94105*

*Daniel J. Dunn  
John D. McCarthy  
Holme Roberts & Owen  
1700 Lincoln, Suite 4100  
Denver, CO 80203*

**LEVIN ENTERPRISES:**

*Nancy J. Casale  
Keith Howard  
Cooper, White & Cooper  
1333 N. California Blvd. Suite 450  
Walnut Creek, CA 94596*

**PACIFIC GAS and ELECTRIC COMPANY:**

*Richard C. Coffin  
Landers, Ripley & Diamond  
Hills Plaza  
350 Steuart Street  
San Francisco, CA 94105-1250*

*William E. Cosden  
Pacific Gas & Electric Co.  
P.O. Box 7442  
San Francisco, CA 94120*

1 SACRAMENTO MUNICIPAL UTILITY DISTRICT:

2 *Arlen Orchard*

3 *Sacramento Municipal Utility District*

4 *6201 "S" Street*

5 *P.O. Box 15830*

6 *Sacramento, CA 95852-1830*

7 STATE OF CALIFORNIA:

8 *Ken Alex*

9 *California Dept. of Justice*

10 *Attorney General's Office*

11 *2101 Webster Street*

12 *Oakland, CA 94612-3049*

13 *William Brieger*

14 *Deputy Attorney General*

15 *1515 K Street*

16 *P.O. Box 944255*

17 *Sacramento, CA 94244-2550*

18 *Larry Thelen*

19 *Legal Division*

20 *State of California*

21 *Dept. of Transportation*

22 *1120 N Street*

23 *Sacramento, CA 95814*

24 *Mark Urban*

25 *Deputy Attorney General*

26 *1515 K Street, Suite 511*

27 *Sacramento, CA 95814*

28  
  
*Griselda Ballesteros*  
Legal Secretary